Fill in this information	to identify your case:			110/2	2018:25:47 planescul dain
Debtor 1	Tosha	Yvette	Moore		☑ Check if this amended plan is filed prior to any confirmation hearing.
Debtor 2	First Name	Middle Name	Last Name		☑ Check if this amended plan is filed in response to an initial denial order or a
(Spouse, if filing)	First Name	Middle Name	Last Name		continuance that counted as an initial denial.
United States Bankro	uptcy Court for the:		Eastern District of Te	xas	List the sections which have been changed by this amended plan:
Case number (if known)	19-20140-B	TR-13			
TXEB Local	Form 3015	<u>5-a</u>			
		С	HAPTER 1	3 PLAN	
					Adopted: Dec 2017

				Adopted: Dec 2017		
Part '	1: Notic	ces				
To De	This plan form is designed for use when seeking an initial confirmation order. It sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. When you file this Plan, you must serve a copy of it upon each party listed on the master mailing list (matrix) of creditors as constituted by the Court on the date of service and evidence that service through a Certificate of Service affixed to this document that attaches a copy of the matrix of creditors which you served. The most current matrix in this case is available under the "Reports" tab of the CM-ECF system.					
To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.						
You should read this Plan carefully and discuss it with your attorney if you have one in this bar not have an attorney, you may wish to consult one.				otcy case. If you do		
If you oppose any permanent treatment of your claim as outlined in this plan, you or your attorney must file an objection to confirmation of this Plan. An objection to confirmation must be filed at least 14 days before the day for the plan confirmation hearing. That date is listed in ¶ 9 of the Notice of Chapter 13 Bankruptcy Case issued it case. The objection period may be extended to 7 days prior to the confirmation hearing under the circumstances specified in LBR 3015(f). In any event, the Court may confirm this plan without further notice if no objection to confirmation is timely filed.				fore the date set use issued in this cumstances		
Regardless of whether you are listed in the Debtor's matrix of creditors or in the Debtor's schedules, you mu file a proof of claim in order to be paid under this Plan. The deadline for filing claims is listed in ¶ 8 of the No Chapter 13 Bankruptcy Case issued in this case. Disbursements on allowed claims will begin on the Trustee's scheduled distribution date after the Effective Date of the Plan. See § 9.1.			of the Notice of			
		The Debtor must check one box on each line to state whether or not the plan is items. If an item is checked as "Not Included" or if both boxes are checked, the out later in the Plan.				
1.1	the val	ue of property constituting collateral for such claim, as set forth in § 3.10 of an, which may result in a partial payment or no payment at all to the secured	☐ Included	√ Not Included		
1.2			☐ Included	√ Not Included		
1.3	A limit on the amount of an allowed secured claim through a final determination of the value of property constituting collateral for such claim, as set forth in § 3.10 of this Plan, which may result in a partial payment or no payment at all to the secured creditor. Avoidance of a judicial lien or a nonpossessory, nonpurchase-money security interest, as set forth in § 3.9 of this Plan.		☐ Included	√ Not Included		

The use of the singular term "Debtor" in this Plan includes both debtors when the case has been initiated by the filing of a joint petition by spouses.

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Debtor Moore, Tosha Yvette Case number 19-20140-BTR-13

1.4	Nonsta	ndard provisions as set forth in Part 8.	☐ Included	☑ Not Included			
Part	2: Plan F	Payments and Length of Plan					
2.1	The app	licable commitment period for the Debtor is36 months.					
2.2	Paymen	Schedule.					
	Unless the Court orders otherwise, beginning on the 30 th day after the Petition Date ² or the entry date of any order converting this case to Chapter 13, whichever is later, the Debtor will make regular payments to the Trustee throughout the applicable commitment period and for such additional time as may be necessary to make the payments to claimants specified in Parts 3 through 5 of this Plan (the " Plan Term "). The payment schedule shall consist of:						
	The use of the term "Petition Date" in this Plan refers to the date that the Debtor filed the voluntary petition in this case.						
	Constant Payments: The Debtor will pay per month for months.						
	✓ Variable Payments: The Debtor will pay make variable plan payments throughout the Plan Term. The proposed schedule for such variable payments are set forth in Exhibit A to this Order and are incorporated herein for all purposes.						
2.3	Mode of Payment. Regular payments to the Trustee will be made from future income in the following manner: [Check one]						
	Debto	or will make payments pursuant to a wage withholding order directed to an employe	r.				
	✓ Debto	or will make electronic payments through the Trustee's authorized online payment s	ystem.				
	☐ Debto	or will make payments by money order or cashier's check upon written authority of	the Trustee.				
	☐ Debto	or will make payments by other direct means only as authorized by motion and sep	arate court order.				
2.4	Income	ax refunds.					
	In additio required t	n to the regular monthly payments to the Trustee, and in the absence of a court or o:	der to the contrary	, the Debtor is			
	(1)	supply a copy of each federal income tax return, including all supporting schedule Term to the Trustee within 14 days of filing the return; and	es, filed during the	Plan			
	(2)	remit to the Trustee within 14 days of receipt all federal income tax refunds receiduring the plan term which will be added to the plan base; provided, however, that from each such refund up to \$2,000.00 in the aggregate on an annual basis if the the payment obligations to the Trustee under this Plan at the time of the receipt of the payment obligations.	t the Debtor may r Debtor is current	etain on			
	The Debt the plan t	or hereby authorizes the Trustee to endorse any federal income tax refund check rerm.	nade payable to th	ne Debtor during			

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2.5	Ado	ditional payments.						
	[Che	eck one]						
	√	None. If "None" is checked, the rest	of § 2.5 need not be completed.					
2.6	The inco	me tax refunds due to the Trustee und	stee under §§ 2.2 and 2.5 is \$150,400 der § 2.4, any litigation proceeds due to the whalf during the Plan Term, constitutes the	he Trustee under § 9.3, and				
Part	3:	Freatment of Secured Claims						
3.1	3.1 Post-Petition Home Mortgage Payments. [Check one]							
	■ No Home Mortgage. If "No Mortgage" is checked, the remainder of § 3.1 and § 3.2 need not be completed.							
	Home Mortgage Maturing Before or During Plan Term. If "Mortgage Maturing" is checked, the claim will be addressed in § 3.4. The remainder of § 3.1 and § 3.2 need not be completed.							
	☑ Direct Home Mortgage Payments by Debtor Required.							
	On the Petition Date, the Debtor owed the following claims secured only by a security interest in real property that is the Debtor's principal residence. The listed monthly payment amount is correct as of the Petition Date. Such mortgage claims (other than related Cure Claims addressed in § 3.2), shall be paid directly by the Debtor in accordance with the pre-petition contract, including any rate changes or other modifications required by such documents and noticed in conformity with any applicable rules, as such payments become due during the Plan Term. The fulfillment of this requirement is critical to the Debtor's reorganization effort. Any failure by the Debtor to maintain payments to a mortgage creditor during the Plan Term may preclude confirmation of this Plan and, absent a subsequent surrender of the mortgage premises, may preclude the issuance of any discharge order to the Debtor under § 1328(a). The Trustee will monitor the Debtor's fulfillment of this direct payment obligation ("DPO").							
		All statutory references contained in this Fig	an refer to the Bankruptcy Code, located in Title 11, U					
		Mortgage Lienholder	Property Address	Monthly Payment Amount by Debtor	Due Date of Monthly Payment			
Ne	lson,	Rodney Keith	Hwy 49 Jefferson, TX 75657	\$277.00 Amount inc: Tax Escrow Insurance Escrow Other	<u>5</u>			
3.2	_	ring Defaults and Maintenance of Dir	rect Payment Obligations. [Check one] oder of § 3.2 need not be completed.					
TX	EB Lo	ocal Form 3015-a [eff. 12/2017]	Chapter 13 Plan		Page 3			

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Debtor Moore, Tosha Yvette	Case number _19-20140-BTR-13

3.3 Secured Claims Protected From § 506 Bifurcation. [Check one]

None. If "None" is checked, the remainder of § 3.3 need not be completed.

910 Claims. The claims listed below were either:

(1) incurred within 910 days before the Petition Date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor, or

and are thus statutorily protected from bifurcation under § 506(a) based on collateral value (a "910 Claim").

Based upon the Debtor's election to retain certain personal property that serves as collateral for a 910 Claim, adequate protection payments in an initial amount calculated pursuant to LBR 3015(c)(1) shall be paid by the Debtor to the Trustee beginning in Month 1 of the Plan for the benefit of holders of allowed 910 Claims secured by personal property as authorized by § 1326(a)(1)(C) and LBR 3015(c). Such payments shall be held by the Trustee solely for the benefit of the affected secured creditor to the absolute exclusion of the Debtor and all other parties and shall be tendered by the Trustee at the earliest practicable time to holders of allowed 910 Claims secured by personal property as listed below, notwithstanding any failure by the Debtor to achieve confirmation of this Chapter 13 plan. Adequate protection payments to be distributed by the Trustee are subject to the availability of funds and the Trustee is authorized to make *pro rata* payments if available funds are insufficient to pay all adequate protection payments otherwise due. Such adequate protection payments to each affected secured claimant shall continue on a monthly basis until the month in which equal monthly payments are initiated to such claimant under the Plan.

incurred within 1 year of the Petition Date and secured by a purchase money security interest in any other thing of value,

Each 910 Claim constitutes a separate class. Each 910 Claim will be paid in full by the Trustee with post-confirmation interest accruing from the Effective Date of the Plan at the plan rate stated below. Upon confirmation of this Plan, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each 910 Claim listed below until such time as the allowed amount of each 910 Claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected 910 Claim amount.

If the automatic stay is terminated as to property securing a 910 Claim treated under this subsection at any time during the Plan Term, the next distribution by the Trustee on such 910 Claim shall be escrowed pending any possible reconsideration of the stay termination. If the stay termination is reversed by agreement or by court order, then the single escrowed distribution shall be released to the holder of the 910 Claim and regular distributions on that 910 Claim shall be reinstituted. In the event that the stay termination remains in effect on the second distribution date after the stay termination, the escrowed funds shall be released for distribution to other classes under this Plan and the 910 Claim shall thereafter be addressed solely under applicable state law procedures and will no longer be treated by the Plan.

Claimant Collateral Description	Adequate Protection Payment	910 Claim Amount	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee
Freedom Truck Finance, LLC Collateral Description 2012 Freightliner Light Duty	\$570.00 Month 1 through 3	\$39,330.96	5.50 %	Pro-Rata	\$45,459.52
North East Texas Credit Union Collateral Description 701 N Cass St Jefferson, TX 75657	\$703.80 Month 1 through	\$27,755.12	7.00 %	Pro-Rata	\$33,596.78

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Claimant Collateral Description		equate on Payment	910 Claim Amount	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee		
Peoplefund Collateral Description	\$779.55	_	\$40,565.82	5.50 %	Pro-Rata	\$47,155.04		
2012 Nissan Sentra 701 N Cass St Jefferson, TX 75657	Month 1 3	through				1		
Insert additional claims as needed.		1			1			
3.4 Secured Claims Subject to § 506 Bifurcation. [Check one] ✓ None. If "None" is checked, the remainder of § 3.4 need not be completed.								
3.5 Direct Payment of Secured Claims Not in Default. [Check one] None. If "None" is checked, the remainder of § 3.5 need not be completed. Direct Claims. Each of the following secured claims are designated for direct payment in accordance with the applicable contractual documents (a "Direct Claim"). The Debtor represents that each secured claim listed in this subsection was not in default on the Petition Date and either: (1) is protected from valuation under § 506(a) and payable at a contractual interest rate reasonable under the circumstances; or (2) should otherwise be approved by the Court based upon the justification provided. Without such representations by the Debtor, this subsection may not be utilized and claim treatment must instead be addressed in § 3.4. Each listed secured claim constitutes a separate class.								
Claimant Collateral Description	Total Claim Amount on Petition Date	Collateral Value on Petition Date	Contract Interest Rate	Monthly Payment per Contract	Party to Make Payment	Date of Final Monthly Payment		
Five Star Auto	\$600.00	\$11,887.50	0.00 %	\$280.00	Debtor			
Collateral Description 2008 Toyota 128000					☐ Co-Debtor ☐ Third Party	Exceeds Plan Term		
					_			
Justification:								
Insert additional claims as needed.								
3.6 Surrender of Property. [Check one]								

None. If "None" is checked, the remainder of § 3.6 need not be completed.

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3.7 Lien Retention.

The holder of a lien securing payment of a claim addressed in §§ 3.1 or 3.2 of this Plan shall retain its lien until the indebtedness secured by such lien is totally satisfied as determined under applicable non-bankruptcy law. The holder of a lien securing payment of any other allowed secured claim that is governed by this Plan shall retain its lien until the earlier of: (1) the total satisfaction of the indebtedness secured by the lien as determined under applicable non-bankruptcy law; or (2) the entry of a discharge order in favor of the Debtor under § 1328(a). In each instance, the provisions of this subsection may be superseded by a subsequent order of the Court.

3.8 Maintenance of Insurance and Post-Petition Taxes Upon Retained Collateral.

For all property that secures the payment of an indebtedness and which is proposed to be retained by the Debtor under this Plan, the Debtor must maintain insurance coverage as required either by the applicable contractual documents governing the indebtedness or as may be directed by the Trustee. The Debtor must also pay all *ad valorem* taxes on property proposed to be retained by the Debtor under this Plan as they come due in the post-petition period. Such payment shall be tendered to the appropriate taxing authorities in accordance with applicable non-bankruptcy law on or before the last date on which such taxes may be paid without penalty.

3.9 Lien Avoidance. [Check one]

None. If "None" is checked, the remainder of § 3.9 need not be completed.

3.10 Rule 3012 Valuation of Collateral. [Check one]

✓ None. If "None" is checked, the remainder of § 3.10 need not be completed.

3.11 Lien Removal Based Upon Unsecured Status. [Check one]

None. If "None" is checked, the remainder of § 3.11 need not be completed.

Part 4: Treatment of Administrative Expenses, DSO Claims and Other Priority Claims

4.1 General

All allowed priority claims, other than those particular domestic support obligations treated in § 4.5, will be paid in full without post-confirmation interest. Where applicable, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each priority claim listed below until such time as the allowed amount of each priority claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected priority claim amount listed below.

4.2 Trustee's Fees.

The Trustee's fees are fixed by the United States Trustee pursuant to the provisions of 28 U.S.C. § 586(e)(2) and, pursuant thereto, shall be promptly collected and paid from all plan payments received by the Trustee.

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4.3	Attorney's Fees.							
	The total amount of attorney's fees requested by the Debtor's attorney in this case is							
	The allowed balance of attorney's fees t	o be awarded to the Debtor's attorney in this o	case shall be determined by:					
	✓ LBR 2016(h)(1); ☐ by submission of a formal fee application.							
	LBR 2016(h)(1): If the attorney's fee award is determined by the benchmark amounts authorized by LBR 2016(h), the total fee shall be the amount designated in LBR 2016(h)(1)(A) unless a certification is filed by the Debtor's attorney regarding the rendition of legal services pertaining to automatic stay litigation occurring during the Benchmark Fee Period outlined in that rule. The Trustee is authorized to make the benchmark fee calculation and to recognize the proper enhancement or reduction of the benchmark amount in this case without the necessity of court order. No business case supplement to the benchmark fee shall be recognized unless a business case designation is granted on or before initial confirmation of the Plan.							
	Fee Application: If attorney's fees are determined by the formal fee application process, such fee application shall be filed no later than 30 days after the expiration of the Benchmark Fee Period outlined in LBR 2016(h)(1). If no application is filed within that period, the determination of the allowed amount of attorney's fees to the Debtor's attorney shall revert to the benchmark amounts authorized by LBR 2016(h)(1) without the necessity of any further motion, notice or hearing and the Trustee shall adjust any distributions in this class accordingly.							
4.4	4 Priority Claims: Domestic Support Obligations ("DSO"). [Check one] None. If "None" is checked, the remainder of § 4.4 need not be completed.							
4.5		to Governmental Unit and Paid Less Than Fainder of § 4.5 need not be completed.	Full Amount. [Check one]					
4.6	1.6 Priority Claims: Taxes and Other Priority Claims Excluding Attorney's Fees and DSO Claims. [Check one] ☐ None. If "None" is checked, the remainder of § 4.6 need not be completed. ☑ Other Priority Claims.							
	Priority Claimant	Projected Claim Amount	Projected Monthly Payment by Trustee					
Internal Revenue Service		\$2,237.77 Texas ad valorem tax claim entitled to 12% annual interest and disbursement priority as a secured claim under § 3.4 of the Plan.	Pro-Rata_					
	Insert additional claims as needed.							

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Part	5: Treatment of Nonpriority Unsecured Claims
5.1	Specially Classed Unsecured Claims. [Check one]
	✓ None. If "None" is checked, the remainder of § 5.1 need not be completed.
5.2	General Unsecured Claims.
	Allowed nonpriority unsecured claims shall comprise a single class of creditors and will be paid:
	☐ 100% + Interest at;
	☐ 100% + Interest at with no future modifications to treatment under this subsection;
	✓ Pro Rata Share: of all funds remaining after payment of all secured, priority, and specially classified unsecured claims.
5.3	Liquidation Analysis: Unsecured Claims Under Parts 4 & 5.
	If the bankruptcy estate of the Debtor was liquidated under Chapter 7 of the Bankruptcy Code, the holders of priority unsecured claims under Part 4 of this Plan and the holders of nonpriority unsecured claims under Part 5 of this Plan would be paid an
	aggregate sum of approximately \$0.00 Regardless of the particular payment treatments elected under
	Parts 4 and 5 of this Plan, the aggregate amount of payments which will be paid to the holders of allowed unsecured claims under this Plan will be equivalent to or greater than this amount.
Part	6: Executory Contracts and Unexpired Leases
6.1	General Rule – Rejection . The executory contracts and unexpired leases of the Debtor listed below are ASSUMED and will be treated as specified in § 3.2 of the Plan. All other executory contracts and unexpired leases of the Debtor are REJECTED .
	[Check one]
	✓ None. If "None" is checked, the remainder of § 6.1 need not be completed.
Part	7: Vesting of Property of the Estate
7.1	Property of the estate will vest in the Debtor only upon the entry of an order for discharge pursuant to § 1328, in the absence
	of a court order to the contrary.
Part	8: Nonstandard Plan Provisions
	None. If "None" is checked, the rest of Part 8 need not be completed.
_	er Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise
inclu	ded in the Official TXEB Form or any deviation from it. Any nonstandard provision set out elsewhere in this Plan is void. Even if
set f	orth below, any nonstandard provision is void unless the "Included" box is checked in § 1.4 of this Plan.

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Part	9: Miscellaneous Provisions						
9.1	Effective Date. The effective date of this Plan shall be the one nonappealable order.	date upon v	hich the order confirming	g this Plan becomes a final,			
9.2	Plan Disbursement Order. Unless the Court orders otherw following order: (1) Trustee's fees under § 4.2 upon receipt; attorney fees under § 4.3; (4) secured claims under §§ 3.2, 4.5 concurrently; (6) non-DSO priority claims under § 4.6; (1) unsecured claims under § 5.2.	(2) adequa , 3.3 and 3.	te protection payments un 4 concurrently; (5) DSO p	nder §§ 3.3 and 3.4; (3) allowed priority claims under §§ 4.4 and			
9.3	Litigation Proceeds. No settlement of any litigation prosecuted by the Debtor during the Plan Term shall be consummated without the consent of the Chapter 13 Trustee and, except as otherwise authorized by the Trustee, all funds received by the Debtor, or any attorney for the Debtor, shall be immediately tendered to the Chapter 13 Trustee for satisfaction of any authorized exemption claim of the Debtor, with the remainder of the funds dedicated as an additional component of the plan base.						
Part	10: Signatures						
X	/s/ Randy Leigh Tipton Signature of Attorney for Debtor(s)	Date	04/15/2020				
	/s/ Tosha Yvette Moore osha Yvette Moore	Date	04/15/2020				
X Sign	ature(s) of Debtor(s) (required if not represented by an att	Date					
orde non	By filing this document, the attorney for the Debtor or any self-represented Debtor certifies to the Court that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in TXEB Local Form 3015-a, other than any nonstandard provisions included in Part 8, and that the foregoing proposed Plan contains no nonstandard provisions other than those included in Part 8.						

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Part 11: Certificate of Service to Matrix as Currently Constituted by the	Court	
I hereby certify that the above and foregoing document was served upon all (matrix) as constituted by the Court on the date of service either by mailing electronic notification on04/15/2020		5
	X	/s/ Randy Leigh Tipton
	Sign	ature of Attorney for Debtor(s)

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF TEXAS MARSHALL DIVISION

IN RE: Moore, Tosha Yvette CASE NO 19-20140-BTR-13

Debtor(s) CHAPTER 13

EXHIBIT "B" - VARIABLE PLAN PAYMENTS

PROPOSED PLAN OF REPAYMENT (VARIABLE PAYMENTS INTO THE PLAN)

Mo	nth / Due Date	Payment	Mo	nth / Due Date	<u>Payment</u>	Mo	nth / Due Date	<u>Payment</u>
1	10/19/2019	\$800.00	21	6/19/2021	\$2,900.00	41	2/19/2023	\$2,900.00
2	11/19/2019	\$800.00	22	7/19/2021	\$2,900.00	42	3/19/2023	\$2,900.00
3	12/19/2019	\$800.00	23	8/19/2021	\$2,900.00	43	4/19/2023	\$2,900.00
4	1/19/2020	\$800.00	24	9/19/2021	\$2,900.00	44	5/19/2023	\$2,900.00
5	2/19/2020	\$1,000.00	25	10/19/2021	\$2,900.00	45	6/19/2023	\$2,900.00
6	3/19/2020	\$1,000.00	26	11/19/2021	\$2,900.00	46	7/19/2023	\$2,900.00
7	4/19/2020	\$1,000.00	27	12/19/2021	\$2,900.00	47	8/19/2023	\$2,900.00
8	5/19/2020	\$1,000.00	28	1/19/2022	\$2,900.00	48	9/19/2023	\$2,900.00
9	6/19/2020	\$1,000.00	29	2/19/2022	\$2,900.00	49	10/19/2023	\$2,900.00
10	7/19/2020	\$1,000.00	30	3/19/2022	\$2,900.00	50	11/19/2023	\$2,900.00
11	8/19/2020	\$1,000.00	31	4/19/2022	\$2,900.00	51	12/19/2023	\$2,900.00
12	9/19/2020	\$1,000.00	32	5/19/2022	\$2,900.00	52	1/19/2024	\$2,900.00
13	10/19/2020	\$2,900.00	33	6/19/2022	\$2,900.00	53	2/19/2024	\$2,900.00
14	11/19/2020	\$2,900.00	34	7/19/2022	\$2,900.00	54	3/19/2024	\$2,900.00
15	12/19/2020	\$2,900.00	35	8/19/2022	\$2,900.00	55	4/19/2024	\$2,900.00
16	1/19/2021	\$2,900.00	36	9/19/2022	\$2,900.00	56	5/19/2024	\$2,900.00
17	2/19/2021	\$2,900.00	37	10/19/2022	\$2,900.00	57	6/19/2024	\$2,900.00
18	3/19/2021	\$2,900.00	38	11/19/2022	\$2,900.00	58	7/19/2024	\$2,900.00
19	4/19/2021	\$2,900.00	39	12/19/2022	\$2,900.00	59	8/19/2024	\$2,900.00
20	5/19/2021	\$2,900.00	40	1/19/2023	\$2,900.00	60	9/19/2024	\$2,900.00